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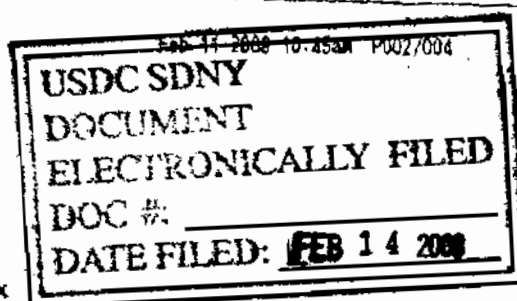
Feb 11 2008 10:58am

FAX NO. :2123443635

Feb. 11 2008 11:11AM P2

FROM :L

Fax:



UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

PATRICK JOSEPH,

Plaintiff,

-against-

STIPULATION AND ORDER  
OF SETTLEMENT AND  
DISMISSAL

NEW YORK CITY POLICE DEPARTMENT  
DETECTIVE RICHARD KENNEY, in his individual and  
in his official capacities, NEW YORK CITY POLICE  
DEPARTMENT LIEUTENANT AUGUST ROSSY, in his  
individual and in his official capacities, "JOHN DOES", in  
their individual and in their official capacities, EVAN  
RUSTER,

08 Civ. 00004 (GBD)

Defendants.

WHEREAS, plaintiff commenced this action by filing a complaint on or about  
January 2, 2008, alleging violations of his civil rights pursuant to 42 U.S.C. § 1983 and state law  
claims, and

WHEREAS, defendants have denied any and all liability arising out of plaintiff's  
allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation,  
without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by  
and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed, with prejudice, and  
without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.
2. The City of New York hereby agrees to pay plaintiff PATRICK JOSEPH  
the sum of FIVE THOUSAND DOLLARS (\$5,000) and Evan Ruster agrees to pay plaintiff

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PATRICK JOSEPH the sum of FIVE THOUSAND DOLLARS (\$5,000) in full satisfaction of all claims, including claims for costs, expenses, and attorney fees. In consideration for the payment of these sums, plaintiff agrees to the dismissal of all the claims against the named defendants, Richard Kerney, August Rossy, and Evan Ruster, with prejudice, and to release all defendants, including the defendants named herein as "JOHN DOES," and any present or former employees or agents of the City of New York, or any agency thereof, from any and all liability, claims, or rights of action under state or federal law arising from and contained in the complaint in this action, as well as the complaint in the action entitled Patrick Joseph, Plaintiff v. Evan Ruster, Defendant, pending in the Supreme Court of the State of New York, County of New York, Index No. 119181/06, including claims for costs, expenses and attorney fees.

3. Plaintiff shall execute and deliver to defendants' attorneys all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph 2 above and an Affidavit of No Liens.

4. Nothing contained herein shall be deemed to be an admission by any of the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules, regulations or common law of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations except for the action entitled Patrick Joseph, Plaintiff v. Evan Ruster, Defendant, pending in the Supreme Court of the State of New York, County of New York, Index No. 119181/06, which is being simultaneously discontinued, with prejudice, in further consideration of the agreement by Evan Ruster to pay Patrick Joseph the sum of FIVE THOUSAND DOLLARS (\$5,000.00), as set forth in paragraph 2 above.

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5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York, or the New York City Police Department.

6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York  
February 9, 2008

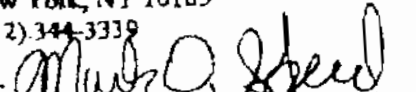
James I. Meyerson, Esq.  
Attorney for plaintiff  
64 Fulton Street, Suite 502  
New York, NY 10038  
(212) 226-3310

By:

  
James I. Meyerson, Esq.

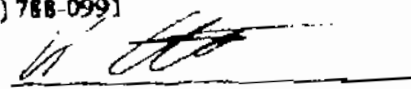
Mark D. Speed, Esq.  
Attorney for defendant Ruston  
60 East 42<sup>nd</sup> Street, Suite 1563  
New York, NY 10165  
(212) 344-3319

By:

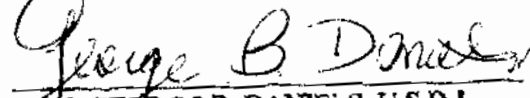
  
Mark D. Speed, Esq.

MICHAEL A. CARDOZO  
Corporation Counsel of the  
City of New York  
Attorney for Defendants Kenney and Rosky  
100 Church Street, Room 3-143  
New York, New York 10007  
(212) 788-0991

By:

  
Michael Chestnov  
Assistant Corporation Counsel

SO ORDERED: FEB 14 2008

  
HON. GEORGE B. DANIELS, U.S.D.J.  
JUDGE GEORGE B. DANIELS

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FEB 09 2008 12:42PM JAMES I. MEYERSON